

## Notice of Material Change to the Vendor Contract

Pursuant to the terms of your awarded vendor contract, all vendors must notify Region 4 Education Service Center ("Region 4") when any material change in operations, that may adversely affect members, (i.e. assignment, bankruptcy, change of ownership, merger, etc.) is made. No material change may be made to the contract without the prior written approval of Region 4. Region 4 reserves the right to accept or reject any new party.

CLEARWING PRODUCTIONS INCORPORATED (vendor company name) hereby provides notice of the following material change to TCPN contract number: R160902 on this date May 15, 2017.

**Instructions:** (Vendors must check all that may apply and provide supporting documentation. Place your initials next to each item to confirm that documents are, indeed, included. Be sure to sign the signature page with all require signatures, prior to submitting your notice to Region 4 for approval).

- |  |   |
|--|---|
| <input type="checkbox"/> <b>Assignment</b><br>_____ Indicate if you're assigning to your own subsidiary<br>_____ Assumption agreement<br>_____ Other supporting documentation                | <input type="checkbox"/> <b>Change in ownership (sale/purchase)</b><br>_____ Asset purchase agreement<br>_____ Other supporting documentation |
| <input type="checkbox"/> <b>Bankruptcy</b><br>_____ Official legal Notice of Bankruptcy Proceedings<br>_____ Other supporting documentation  | <input type="checkbox"/> <b>Acquisition</b><br>_____ Asset Purchase Agreement<br>_____ Other supporting documentation                         |
| <input type="checkbox"/> <b>Merger</b><br>_____ Share Exchange Agreement<br>_____ Merger and Acquisition Agreement<br>_____ Asset Purchase Agreement<br>_____ Other supporting documentation | <input checked="" type="checkbox"/> <b>Other</b><br>_____ Supporting documentation  |

Notes: Vendor may include any other notes regarding the material change here: (attach another page if necessary).  
We would like to transfer the contract to Clearwing Systems Integration LLC, ("CSI")  
away from Clearwing Productions, Inc. CSI is our sister company w/ same  
ownership, and we anticipate the bulk of our National IPA work going through CSI.

Clearwing Systems Integration D+B#: 199266482  
CSI AZ business license #: 21045216  
CSI FEIN#: 47-1976197 (w-9 attached)

In lieu of this notice, Clearwing Productions Inc. acknowledges and understands that they shall remain responsible for payments, reporting and records maintenance pursuant to the terms of the TCPN agreement. Likewise, upon approval of this notice, TCPN awarded contract holder and/or subsequent assignee agree to and understand the following principles:

i) Contract holder reference. If the contract holder undergoes a merger, acquisition or partial assignment, in which case they still maintain the contract, then all transactions made under the existing TCPN contract number R160902 (including purchase orders) must reference the name of the awarded TCPN contract holder. The exception to this requirement is if the TCPN contract holder no longer

holds the contract or if the company has been acquired by another company and undergone a name change. Notice of the authorized name change, to the existing TCPN contract, must be provided and approved by Region 4.

In instances where the contract holder has acquired a separate and distinct company, and it is necessary to designate those certain purchases facilitated by the non-contract holder, then this designation may be made if, and only if, the TCPN Contract holder is also referenced on the transaction.

ii) Maintenance of records. Both the awarded contract holder and subsequent assignee agree to remain responsible for maintaining all auditable records, including documents kept in the ordinary course of business and sales invoices, related to TCPN and/or contract number R160902 pursuant to the statutory requirements identified in the vendor contract.

iii) Payments. Both the awarded contract holder and subsequent assignee agree that all payments made by participating entities must be made directly to the contract holder, unless otherwise approved by Region 4. Accordingly, both parties acknowledge that in instances where it is necessary to designate the purchases facilitated by assignee, that the contract holder must also be referenced on the purchase order.

iii) Handling of Proprietary and/or Confidential Information. In accord with the terms of the TCPN contract, both awarded vendor and assignee agree that at all times it will hold in strict confidence and not disclose to any third party Confidential and/or Proprietary information of TCPN, except as approved in writing by Region 4, and will use the Confidential Information for no purpose other than providing services under contract number R160902. Both awarded vendor and assignee shall only permit access to Confidential Information to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

This document is to be construed in strict accordance with the terms and conditions outlined in the TCPN/vendor master agreement referenced herein. Both awarded vendor and assignee agree to uphold the vendor obligations set forth in the vendor agreement. This Agreement will become effective when signed by all parties.

**AGREED AND ACCEPTED AS OF THE DATE FIRST SET FORTH ABOVE:**

**Company name of awarded vendor**  
CLEARWING PRODUCTIONS INC.

**Official name of assigned or added company**  
CLEARWING SYSTEMS INTEGRATION, LLC

BY: 

BY: 

NAME: NICK DRESSLER

NAME: NICK DRESSLER

TITLE: NAT'L SALES MANAGER

TITLE: NAT'L SALES MANAGER

**Region 4 Education Service Center**

**TCPN - National IPA**

BY: Approved via Email

BY: Deborah Bushnell

NAME: Robert Zingelmann

NAME: Deborah Bushnell

TITLE: Chief Financial Officer

TITLE: Contract Manager

DATE: September 14, 2017

DATE: September 15, 2017